

Cloud Recovery — SRM (North America) Service Terms

Cloud Recovery and Recover2Cloud are terms used interchangeably and are to be interpreted to mean one and the same thing.

1. CLOUD RECOVERY – SRM: FEATURES

Sungard AS Cloud Recovery – Site Recovery Manager (SRM) Service will provide the following features for Customer in accordance with the completed customer design requirements (CDR) form for the number of virtual machines (“Protected Assets”) identified in the Order:

- Configuration of the initial recovery plan that has been set up on Customer’s protected environment, including fine tuning the plan using a Sungard AS performed recovery
- Manage and monitor the replication and recovery of the Protected Assets
- Customer notification of replication, detected errors and threshold levels exceeded continuously for longer than four (4) hours
- Perform testing of the recovery of Customer virtual servers and data that allows Customer to validate use of its data and applications following such recovery (each a “Recovery Test”); the number and duration of such tests is identified on the Order
- Deletion of any Customer data and applications from Sungard-AS-provided servers following the conclusion of a Recovery Test or Event

2. CLOUD RECOVERY – SRM: GENERAL

Customer will provide its Activation notice to Sungard AS in the manner described in the Sungard AS Alert & Disaster Activation Guide (the “Guide”). An “Activation” is the notification provided by one of Customer’s designated representatives to Sungard AS indicating that an Event has occurred. An “Event” is any planned event or condition that renders Customer unable to use the Protected Assets for their intended computer processing and related purposes. Sungard AS will provide access to the Sungard AS Alert & Disaster Activation Guide at the time of implementation. For purpose of this Order, all references in the Guide to a “Disaster” shall mean an “Event”.

In the event that Sungard AS’ bandwidth analysis indicates that the amount of bandwidth specified in the Order will not support Customer’s stated RPO, Customer will have the option to contract for additional bandwidth or Sungard AS shall be entitled to make an adjustment to the stated RPO to an RPO it reasonably deems achievable with such bandwidth.

One or more other customers may declare an Event and require use of the same R2C Resources (including the Virtual Resource Pool) at the same time as Customer (“Multiple Activation(s)”). “R2C Resources” are defined as the facilities, equipment, network and other resources used to provide the Recover2Cloud Services identified on the Order. The following provisions are intended to avoid or minimize contention for R2C Resources during a Multiple Activation:

- All R2C Resources are designated by Sungard AS as “Priority Resources”. Customer will have priority rights of access to and use of R2C Resources that are not then being used by other affected customers who previously declared activations; and
- Sungard AS will maintain records of its receipt of Activations, which will be the exclusive basis for determining the order in which Activations are declared.

Customer may use the R2C Resources for 30 days following an Activation. If an Event continues for longer than the 30-day period, Customer may continue to use the R2C Resources for an incremental Daily Usage Fee.

Customer will comply with Sungard AS’ Test Scheduling & Cancellation Policy. All Recovery Tests are subject to immediate cancellation by Sungard AS if and when any other customer declares an Event and requests use of

the R2C Resources being tested. Any such cancelled Recovery Test will be rescheduled as soon as reasonably practicable.

Any resource use, including but not limited to the LPAR, CPU, Memory, Storage, or items contracted in the Order, in excess of the committed amount will result in the additional usage fee stated in the Order.

As part of its continuing commitment to improve and evolve its services Sungard AS may from time to time make changes, in its reasonable commercial judgement, including, but no limited to, changes to the configuration or equipment comprising the Services, or discontinuing part or all of the Services. Sungard AS shall notify Customer of any material change to, or discontinuation of, such Services via electronic mail or written notice to Customer's address at least 30 days in advance of the applicable change or discontinuation. If any such change substantially and adversely affects Customer's ability to utilize the Services, Customer may, within 30 days of Sungard AS' notice to it, terminate the Order with respect to the affected Services by written notice.

3. SERVICE-LEVEL AGREEMENTS (SLAS)

3.1. Recovery Time Objective (RTO) SLA

3.1.1. Agreement

Sungard AS will recover the most-recent copy of Customer's data within the time frames set forth below of commencement of an Event or Recovery Test provided that this SLA does not amend, modify or otherwise alter the Multiple Activation provisions concerning Cloud Recovery – SRM use and allocation. The SLA does not apply if Customer:

- (a) Fails to correctly replicate its data
- (b) Uses software and hardware not supported by Sungard AS
- (c) Uses any backup or deduplication technology that requires restoration in conjunction with storage replication
- (d) Makes configuration changes to Customer's environment not in compliance with Sungard AS' Change Management and Notification Policy
- (e) Makes changes to the recovery plan that exceeds the resources contracted

Protection Technology	Quantity of Protected Assets	Tier 1 (in Hours)	Tier 2 (in Hours)	Tier 3 (in Hours)
SRM	<=250	4	8	16
SRM	<=500	6	10	
SRM	<=750	8	12	
SRM	<=1000	10	16	

3.1.2. Remedy

If Sungard AS fails to meet the RTO SLA, Customer is entitled to a credit equal to the Monthly Fee for Cloud Recovery — SRM service for the month in which the failure occurs. Notwithstanding the termination right described below in the [Service Level Agreements; General" section of the General Service Terms](#), Customer may terminate the Order if Sungard AS fails to meet the RTO SLA two times within any 12-month period by providing Sungard AS advance written notice no later than 60 days following the second SLA failure.

3.2. Services Notification SLA

3.2.1. Agreement

Sungard AS will notify Customer, in the manner requested by Customer in the Customer Portal, within 15 minutes after Sungard AS has conducted a reasonable preliminary investigation verifying that the Services or Customer equipment monitored by the Services are unavailable.

3.2.2. Remedy

If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the Order's Monthly Fee attributable to the affected service for each failure in that month. In the event that Customer notifies Sungard AS within the 15-minute period regarding unavailability of equipment or Services, this remedy is not operational.

4. GENERAL SERVICE TERMS

These Services are also subject to the General Service Terms at <https://www.sungardas.com/hubfs/multimedia/document-file/sungardas-general-service-terms.pdf>.